

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

RATIO CHRISTI AT THE UNIVERSITY
OF NEBRASKA-LINCOLN; ZACHARY
THOMPSON; HOLLY FISCHER;
WILLIAM JOHNSON; and ELENA
THOMSON,

Plaintiffs,

v.

The Members of the Board of Regents
of the University of Nebraska:
TIMOTHY CLARE, JACK STARK, JIM
PILLEN, ELIZABETH O'CONNOR,
ROBERT SCHAFFER, CHAIR PAUL
KENNEY, VICE CHAIR BOB PHARES,
and BARBARA WEITZ, all in their
official and individual capacities;

TED CARTER JR., President of the
University of Nebraska, in his official
and individual capacities;

RONNIE GREEN, Chancellor for the
University of Nebraska-Lincoln;
LAURIE BELLOWS, Vice Chancellor for
Student Affairs; VERONICA RIEPE,
Director of Student Leadership,
Involvement & Community
Engagement; and KAREN FREIMUND
WILLS, UPC Nebraska Program
Coordinator, all in their official and
individual capacities; and

THE UNIVERSITY PROGRAM
COUNCIL; JACOB DRAKE, President,
Association of Students of the
University of Nebraska at Lincoln, in
his official capacity; and KIRSTEN
WANDREY, President, University
Program Council, in her official
capacity,

Defendants.

Case No. 4:21-cv-3301

**OFFER OF PARTIAL JUDGMENT BY
DEFENDANTS VERONICA RIEPE
AND KAREN FREIMUND WILLS
(INDIVIDUAL CAPACITIES ONLY)**

COME NOW Defendants Veronica Riepe and Karen Freimund Wills, in their individual capacities only, pursuant to Federal Rule of Civil Procedure 68, and offer to allow judgment to be taken against them in the amount of \$1,500 in damages in total, jointly and severally, on Plaintiffs' claims that Riepe and Wills violated their constitutional rights through their personal participation in the denial of funding for the lecture by Dr. Robert Audi, as alleged in paragraphs 195–217, 287, 319, and 330 of the First Amended Complaint. Such judgment shall be taken in complete and final resolution of all damages claims against Riepe and Wills asserted in Plaintiffs' Amended Complaint, as specifically sought in paragraph (F) of the Prayer for Relief.

The judgment amount set forth in this offer is for damages only. It does not make an offer with respect to properly awardable costs accrued as of the date of acceptance of this offer (but, pursuant to Rule 68(a), in no event later than 14 days after the date of this offer), including reasonable attorney fees accrued as of such date and properly awardable under 42 U.S.C. § 1988. This offer is not intended to, and does not, foreclose Plaintiffs from being awarded costs to the extent permitted by law on the claims upon which judgment is entered pursuant to this offer. Defendants Riepe and Wills reserve the right to oppose any application for costs by Plaintiffs, in whole or in part.

This offer, whether accepted or not, is not intended to, and does not, constitute a waiver of any Defendant's claim or entitlement to sovereign immunity.

DATED this 19th day of October 2022

[Signature on next page.]

VERONICA RIEPE and KAREN
FREIMUND WILLS, in their individual
capacities only, Defendants.

By: s/ Andre R. Barry
Andre R. Barry, #22505
Nathan D. Clark, #25857
CLINE WILLIAMS WRIGHT
JOHNSON & OLDDFATHER, L.L.P.
233 South 13th Street
1900 U.S. Bank Building
Lincoln, Nebraska 68508
(402) 474-6900
abarry@clnewilliams.com
nclark@clnewilliams.com

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing was served via email upon the following counsel of record for Plaintiffs, this 19th day of October 2022:

Greggory R. Walters gwalters@adflegal.org

J. Caleb Dalton cdalton@adflegal.org

Richard J. Wall rj@walljr.com

s/ Andre R. Barry
Andre R. Barry